

Request for Proposal

232-8900

Grant Writing Services

***Opens: 6/17/03
2:00 p.m.***



Venice of America

City of Fort Lauderdale

***Issued for Grants Office
By the Procurement & Materials Management Division***

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**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide Grant Writing Services for the City's Grants Office Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Bob Cooke at (954) 828-5709. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

03. ELIGIBILITY

To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this RFP.

Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

04. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

05. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

06. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

07. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

08. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.fort-lauderdale.fl.us/documents/index.htm>.

PART II - RFP SCHEDULE

Release RFP	5/22/03
Last Date for Receipt of Questions of a Material Nature	6/4/03
Addendum Release (If required)	6/6/03
PROPOSAL DUE (Prior to 2:00 PM)	6/17/03
1 st Evaluation Committee Review and Short Listing of Proposals (Estimated)	6/24/03
Any other committee meeting date/times (if necessary) will be determined at the first meeting.	

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this RFP as Exhibit "A".

02. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

03. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

04. CONFLICT OF INTEREST

In connection with the performance of services, CONSULTANT will at all times make every effort to avoid any conflict of interest in representing the CITY. CONSULTANT will attempt to avoid representing any other client whose interest might directly conflict with those of the CITY. If CONSULTANT feels that a conflict of interest should arise at any time in their representation of the CITY, the CONSULTANT agrees to immediately notify the CITY of such a conflict.

05. CONFIDENTIAL INFORMATION

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material that is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

06. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

07. PRICES:

Firm Price: The City of Fort Lauderdale will not accept any proposals that do not guarantee a firm price.

08. RELATED EXPENSES/TRAVEL EXPENSES

All related expenses chargeable to the City, such as supplies, printing, binders, etc shall be passed through at Contractor's cost. Related expenses shall not include any postage, telephone toll charges, or other charges incurred in the normal course of business.

Any travel out of the tri county (Dade, Broward and Palm Beach Counties) area shall be in accordance with current City per diem rates and travel policy. No costs for travel, meals, or accommodations shall be charged to the City for travel within the tri county area unless the Contractor's office assigned to the project is located outside this area.

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

Contractor shall provide, if required by the City, documentation of all actual travel or related costs.

09. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

10. MODIFICATION OF SERVICES (Deletions / Additions)

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

11. EXTENDED BID PRICES:

Will you extend this bid under the same terms, specifications and conditions to other governmental entities? Please state YES _____ or NO _____.
(Optional agreement – not required for bid award)

12. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

13. SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

14. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

15. SUBCONTRACTING

The use of subcontractors will not be allowed by the primary contractor, unless there are special circumstances approved by the city. It is the intent of this contract to require the primary contractor to provide all services required.

16. OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

17. DEFAULT PROVISIONS

In the event of default by the Proposer, the City reserves the right to procure the item(s) / services proposed from other sources and hold the proposer responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

18. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

19. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a two (2) year period. The City reserves the right to extend the contract for additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

20. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the City, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

21. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.

Non-compliance either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

22. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES**1. OVERVIEW:**

The City desires to seek grant funding for a variety of City operations and special projects, and thereby reduce impact to annual budgets. The City intends to award multiple contracts to establish a vendor list of grant writing firms that specialize in writing specific types of grants. The intent is to obtain fixed price proposals from firms specializing in grant writing services for various types of grants (does not include grant administration after award). The purpose of the proposed grants will be to reduce the City's expenditure for capital improvement and other projects primarily in the City's Parks and Recreation Department, Public Services Department and the Community Redevelopment Authority and other non-public safety departments (Fire-Rescue and Police) where funding needs and opportunities may exist. The vendor(s) would identify the many areas of potential grant revenue sources that would add funds to the development of these projects and prepare grant applications for City submission. A successful respondent will demonstrate the knowledge and experience necessary to deal with the procedures inherent in the functioning of the grant-making agencies of the Federal Government, the State and County, Corporations, Foundations as well as private Grantors.

2. GOALS:

- A. To reduce the City's expenditure for capital improvement and other projects.
- B. To establish a vendor list of grant writing firms that specialize in writing specific types of grants.
- C. To expedite the City's grant application process for non-public safety departments (Fire-Rescue and Police) where funding needs and opportunities may exist.

3. PRIMARY CONCERNS:

Primary concerns are those actions by vendors that the City does not nor will allow to happen. These are:

- A. Conflict of interest between Vendor, the City and other entities (i.e. other cities).
- B. Vendor lobbying of funding source in support of application(s) prepared for the City.
- C. Vendor offering under separate contract and/or agreement to administer and/or manage grants awarded to the City.

4. FUNCTIONAL REQUIREMENTS:

The intent of this Request for Proposal and resulting contract(s) is to obtain fixed price proposals from firms specializing in grant writing services in different categories (does not include grant administration after award). The City intends to award multiple contracts to establish a vendor list of grant writing firms that specialize in writing specific types of grants. The purpose of the proposed grants will be to reduce the City's expenditure for capital improvement and other projects primarily in the City's Parks and Recreation Department, Public Services Department and the Community Redevelopment Authority and other non-public safety departments (Fire-Rescue and Police) where funding needs and opportunities may exist. The vendor(s) would identify the many areas of potential grant revenue sources that would add funds to the development of these projects.

The successful offeror(s) shall provide assistance to the City in identifying grant opportunities and grant writing services associated with the completion of grant applications. The vendor must have

written approval from the City (see attached solicitation review form) and execute the attached vendor grant writing contract for each City approved application prior to applying for and grant.

A successful respondent must demonstrate the knowledge and experience necessary to deal with the complicated procedures inherent in the functioning of the grant-making agencies of the Federal Government, the State and County, Corporations, Foundations as well as private Grantors. All files and papers pertaining to the activities of the vendor on behalf of the City will be the property of the City and will be turned over to the City upon request. Under Florida "Sunshine" laws, all files and papers pertaining to activities on behalf of the City are public records available for inspection by the press or any Florida citizen.

It is the City's intent to award a two (2) year contract with three (3) additional one-year renewal options.

Payment will be submitted as follows:

1. Each vendor selected to prepare an application will be required to execute a separate agreement (copy attached) for that specific application. This agreement defines the amount and method of payment.
2. A single payment will be made by City to Vendor upon delivery by Vendor of an acceptable complete application by City and an invoice to be paid within 20 days of City acceptance.
3. Amount of payment will be as defined in the executed agreement and will include all up-front vendor cost for application development and preparation.

5. SCOPE OF SERVICES:

A. Requirements for all Vendors:

- 1) The vendor will be expected to monitor state, federal and local funding sources, and identify grant opportunities to the City that support and enhance the funding goals and objectives of the City.
- 2) The vendor will be expected to provide grant-writing services for submission of a grant application given written City approval on a solicitation review to apply for a specific grant. (NOTE: The vendor and the City will execute the attached contract for each approval to submit an application.).
- 3) The vendor will be expected to be familiar with the wide range of projects of high priority to the City/Departments by providing a funding needs analysis, identification of appropriate grant resources, grant application preparation process and presentation of a completed application for City review, approval, signing and submission to the funding source.
- 4) The vendor shall have access to, and good working knowledge of, personal and networked computers. Skills to include, but not limited to e-mail, and the Microsoft Office family of programs.
- 5) E-mail – Vendor should be willing and able to communicate in this method, as it will be used as the primary source of communication.

6) Vendor shall submit all documents in Microsoft Office family of programs in the versions in use by the City at the time of submittal. The City is currently using Microsoft word as one of the primary sources of standard letter type communications; however, Vendor should also have capability to provide application documents in Word Perfect as well.

7) Vendor shall provide to City staff, one complete hardcopy [ready for original signature by the appropriate City official (City Manager or Mayor) and electronic copy (CD or disk) of each grant application to be submitted so as to allow the City to have it signed, appropriate number of copies made and submitted to the funding source to arrive not later than the required due date and time. Where plans, maps, charts, pictures, etc. were not electronically generated, a scanned copy may be accepted. Grant applications and all documents associated with them, including but not limited to: maps, photographs, charts, posters, PowerPoint presentations, etc., shall become the property of the City.

8) Vendor is responsible for information gathering and creation of all graphics including but not limited to GIS, zoning and site maps. However, the City shall at its discretion provide assistance in preparing those maps and charts that are not readily available from public sources.

9) Vendor is responsible for producing one original copy of all reproductions and graphic exhibits to be used for applications and/or presentations.

B. Grants by Area:

The following information is provided to allow vendors to submit an RFP response to provide grant-writing services for all areas, several areas or just one area depending on the specialty of the firm submitting the proposal. This input will then lead to the development of a master list of vendors from which a City Department will then be able to choose from when the need for grant writing services arise.

The City desires to seek grant funding for a variety of City operations and special projects, and thereby reduce impact to annual budgets. Grant applications are anticipated in the general areas and for projects shown below to include previous types of grants applied for by that department:

1) General Areas:

- a. Information Systems & Technology
- b. Open Space Preservation
- c. Historic Preservation
- d. Roadways, Transportation, etc (Usually in conjunction with the County)

2) Parks & Recreation:

Parks & Recreation utilizes grants for a variety of purposes such as leveraging the Capital Improvement Program (CIP) and the Accelerated CIP Re-capitalization Program (ACIP) funds to provide residents and visitors with the best leisure and recreational amenities possible. Numerous existing parks require improvements and enhancements to their community and recreational centers, playgrounds, sports fields and swimming facilities to include improved access for persons with disabilities, safety issues and streetscapes. Secondly, Parks & Recreation will continue its citywide beautification efforts to build new parks and recreation centers which includes the pursuit of green space acquisition, conservation and environmentally sensitive lands. Parks & Recreation actively seeks grant

funding to implement and/or support community programs and desires to expand its current cultural programming.

a. Construction and Rehabilitation – Capital Dollars:

- (1) Florida Recreation Development Assistance Program (FRDAP) – Park improvements. [State funds]
- (2) Land & Water Conservation Fund (LWCF) – Park improvement. [State funds]
- (3) Florida Inland Navigation District (FIND) – Boating related improvements in parks. [State]
- (4) Broward Boating Improvement Program (BBIP) – Boating related improvements. [County]
- (5) UPAAR – parks/rehabilitation. [Federal]
- (6) Florida Greenways and Trails – trail construction. [State]
- (7) ISTA/TEA 21 Enhancement Grants
- (8) Capital Improvement Grants – General (as appropriate)

b. Land Acquisition:

- (1) Land and Water Conservation Fund (LWCF) – land acquisition and park improvements. [State]
- (2) Florida Greenways and Trails – trail construction. [State]
- (3) Florida Communities Trust – land acquisition. [State]
- (4) UPAAR – Rehabilitation. [Federal]

c. Recreational Programs

- (1) Department of Justice – juvenile delinquent prevention. [Federal]
- (2) Department of community Affairs – after school care. [Federal]
- (3) Department of Education – summer food programs, school health programs. [Federal]

d. Planning Grants:

- (1) Office of Greenways and Trails – planning [State]
- (2) Bicycle and Pedestrian Coordinator – personnel [FDOT]

3) Public Services:

a. Public Services Grants (Includes Engineering, Construction Services, Utilities & Waterworks and Sanitation):

- (1) Water conservation.
- (2) Storm water (Drainage and flood control, neighborhood projects, water quality issues and system retrofits).
- (3) Storm water (Supplementary Projects to Waterworks 2011 project).
- (4) Waste Water (Innovative Technology).
- (5) Water (Innovative Technology).
- (6) Storm Water ((Innovative Technology).
- (7) Facility (security and construction [CIP])
- (8) Waterway Projects (Beach and shoreline restoration, Seawalls, Boat docks, Canal dredging, Signage projects, Marine facilities).
- (9) Environmental clean up Brownfield projects, etc.)

- (10) Recycling and litter control.
- (11) Roadway improvement projects
- (12) Utility retrofits and upgrades.
- (13) Public Services Information Programs.

b. Grant Application Types: Florida Inland Navigational District Grants, Waterway Assistance Program, Broward Boating Improvement Program, Clean Vessel Grant Program and Land Water Conservation.

4) Economic Development:

- a. This department applies for and administers all Department of Housing and Urban Development (HUD) grants received by the City. Most of the HUD grants are non-competitive and directive in nature (HUD tells the City how much it will receive and the City fills out the application and submits it, for example, the Community Development Block Grant).
- b. Types of programs include:
 - (1) Brownfield Economic Development Initiative (BEDI)
 - (2) HUD Section 108 Program
 - (3) Economic Development Administration (EDA) Grants include: Public Works Program (Impact grant), Special Economic Development Assistance Grants and Planning grants.
 - (4) Environmental Protection Agency (EPA) Grants.
 - (5) Florida Housing Finance Corporation Programs

As previously indicated, the above list is only a sample of the types of grants that may be required throughout the term. The City reserves the right to add or delete from this list at any time.

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART V - REQUIREMENTS OF THE PROPOSAL**ELIGIBILITY**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

Six (6) complete sets of the proposal for Grant Writing Services are required to be submitted on or before to 2:00 p.m. 6/17/03 to The City of Fort Lauderdale Purchasing Department, Room #619, 6th Floor, City Hall, 100 North Andrews Ave., Fort Lauderdale, Florida 33301. One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Submittals: (To be indexed and submitted in the order listed)

- A. **Letter of Interest** / Cover Letter Along with PROPOSAL SIGNATURE PAGE
- B. **Specialties**
Indicate the type(s) of grant(s) that your firm specializes or has the most experience in. Elaborate on you experience writing those types of grants.
- C. **Scope**
Provide a narrative related to your understating of the City's needs, requirements and objectives as it relates to this proposed contract.
- D. **Certifications**
List / provide copies of: Professional Licenses, Certifications, and Grant Writing Association memberships.

E. Company Profile

Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida.

*Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers;

*Provide information on proposed staff that will be assigned to this contract.

*Give description and information of your firms Reporting capabilities; Computers and software programs (their capabilities and advantages); Communication capabilities;

*Provide any other qualifications that you consider valuable in assisting the committee in evaluating your proposal.

F. Joint Venture

If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

G. Disputes, Litigation and Defaults

Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of Five years prior to the submission of this proposal.

H. Qualifications / Experience

Provide a detailed technical narrative demonstrating your firm's knowledge and experience of the complicated procedures inherent in the functioning of the grant-making agencies of the Federal Government, the State and County, Corporations, Foundations as well as private Grantors. Inform us as to your specialties or types of grants that you prefer and/or have the most experience in.

Projects: List related projects that your firm has been associated with within the last three years. Each project description must include at least the following information:

- 1.Name and Location of Project
- 2.Number of grants applied for and received.
- 3.Type of grants received.
- 4.Length of time it took to acquire the grants.
- 5.Number of grant waivers obtained.
- 6.Success rate.
- 7.Contact Person (Name, Address, Phone #, Fax, E-mail)

I. Provide Copies of two previous grant proposals.

- J. References** – A list of at least five current and former major accounts along with contact persons name and phone number(s). This list should include accounts that represent company's experience with entities of similar size and exposures as the City of Fort Lauderdale. If services provided differs from the one presented in your proposal, please delineate such differences.
- K. Cost / Financial Proposal**

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS FIVE (5) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SIX (6) COPIES OF YOUR PROPOSAL

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN ALL SUBMITTAL REQUIREMENTS, ANY OTHER REQUIRED PROPOSAL PAGES AND ANY ATTACHMENTS YOU MAY HAVE.

PART VI - CONSIDERATION FOR AWARD / AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

1. Demonstrated knowledge of the complicated procedures inherent in the functioning of the grant-making agencies of the Federal Government, the State and County, Corporations, Foundations as well as private Grantors as presented in the narrative technical proposal.
Maximum points available are 20.
2. Understanding of the overall needs of the City as presented in the narrative technical proposal.
Maximum points available are 10.
3. Experience, qualifications, past performance and scope of the proposing firm including persons proposed for the project, capabilities and resources; References.
Maximum points available are 40.
4. Estimated cost to the City
Maximum points available are 30.

Total Points Available are 100 points.

An evaluation committee of qualified City Staff will conduct evaluation of proposals, or other persons selected by the City. Information and references submitted will be considered in the award. It may be a two-step process. If a two step process is determined to be required, Evaluations will be as follows: In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award. In cases where no clarifications or presentations are required, The City may recommend award from information submitted in the proposal only.

The City may also choose to enter into negotiations with the top proposer(s) Negotiations may be conducted with the first ranked proposer, and if successful, that proposer will be recommended to the City Commission for award. In the event negotiations are not successful, negotiations with that proposer will be terminated and negotiations begun with the second ranked proposer and so forth until negotiations are successfully completed to the satisfaction of the City or all proposals rejected.

The City reserves the right to award the RFP to that Proposer who will best serve the interest of the City.

PART VII PRICE LIST / COST PROPOSAL

BIDDER PROPOSAL PAGE

BIDDER NAME _____

GRANT SPECIALTIES: _____

PROVIDE PRICING ON GRANTS THAT RELATE TO YOU PARTICULAR SPECIALITY OR IF YOU PREFER, ON ALL GRANTS LISTED.

Bidder agrees to supply the grant applications by type listed below at the prices bid below in accordance with the terms, conditions, and specifications contained in this RFP. List your total cost for completing the particular type of application.

Item	Grant Type	Cost Per Application
1.	Florida Inland Navigation District (FIND)	\$ _____
2.	Florida Land & Water Conservation Fund (LWCF)	\$ _____
3.	Florida Recreation Development Assistance Program (FRDAP)	\$ _____
4.	Florida Greenways & Trails (FGT)	\$ _____
5.	Florida Department of Transportation (FDOT)	\$ _____
6.	Broward Boating Improvement Program (BBIP)	\$ _____
7.	Federal & Florida Department of Juvenile Justice (FDJJ)	\$ _____
8.	Broward County Children Services Council (BCCSC)	\$ _____
9.	Florida Environmental Protection Agency (FEPA)	\$ _____
10.	Federal Department of Juvenile Justice (DJJ)	\$ _____
11.	Federal Environmental Protection Agency (EPA)	\$ _____
12.	ISTEA/TEA 21 Enhancement Grants	\$ _____

IF BIDDING ON ALL GRANTS LISTED ABOVE, GIVE AVERAGE COST OF THE 12 ABOVE REFERENCED GRANTS

\$ _____

For Informational Purposes Only

13. Other: Add additional numbers and list by grant title, source and cost.

Item #	Grant Type	Cost Per Application
---------------	-------------------	-----------------------------

PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this bid/proposal with any other bidder/Proposer(s) and have not colluded with and any other bidder/Proposer(s) or parties to this bid/proposal. I further certify that I am authorized to contractually bind the bidding/proposing firm.

Bid/Proposal submitted by:

Name (printed)_____

Title: _____

Firm/Corporation: _____

Address: _____

City_____State:_____Zip_____ + _____

Telephone No. (_____) ____ - _____ FAX No. (_____) ____ - _____

e-mail address: _____

www._____

Was this proposal sent to the correct address? If NOT, please check here, ☐ and indicate correct address above.Does your firm qualify for MBE, WBE, or SBE status, in accordance with **Section 1.08** of the General Conditions?

MBE ____ WBE ____ SBE ____

Signature:_____Date:_____

PROPOSERS PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THIS PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 232-8900**OPENS: 6/17/03**Addendum Acknowledgement and Statement of Variances:

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No.

Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:

GRANT WRITING SERVICE AGREEMENT*(Insert Name of Grant)*

THIS IS AN AGREEMENT, made this _____ day of _____, 2003 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation the State of Florida, hereinafter referred to as "CITY",

and

(Agency), hereinafter referred to as "AGENCY".

WHEREAS, by Motion, adopted _____, the City Commission authorized the proper CITY officials to enter into this agreement; and

WHEREAS, by Motion adopted on _____, the City Commission approved acceptance of the results of a Request for Proposal for grant writing services that established a list of grant writing vendors to be hired on a "by grant basis" to write grant application in support of City departments other than Fire-Rescue; and

WHEREAS, the *(Insert name of department)* desires to hire AGENCY to write a grant application;

NOW, THEREFORE, In consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. RECITALS

The foregoing recitals are correct and are hereby incorporated into this Agreement.

2. (AGENCY) SCOPE OF SERVICES

Under this Agreement, AGENCY will develop and prepare one complete [with attachments] (Federal, State, or Local – *Grant Name*) grant application proposal for the CITY's review, signature and submission to _____ by the submission deadline of _____.

3. AGENCY Responsibilities are (NOTE: may vary dependant on the project or application):

- (a) Review RFP for grant requirements.
- (b) Meet with department representatives to discuss grant application and project requirements.
- (c) Identify components and information to be included in the grant application.
- (d) Develop grant proposal based upon City need, purchasing and budget policies and procedures.
- (e) Coordinate with the department during application development.
- (f) Prepare one complete written application and one electronic copy (CD or disk) with all appropriate attachments.

- (g) Submit one paper original ready for signature and one electronic copy to the department for review and processing for signature by the proper City official. (NOTE: Be prepared to make corrections based on City's review.)
- (h) Submit an invoice to the City Accounts payable.

4. CITY OF FORT LAUDERDALE SCOPE OF SERVICES

CITY responsibilities are:

- (a) Pay (*Agency Name*) \$_____ which includes all grant development up-front expenses. Payment will be received by (*Agency Name*) upon delivery of an acceptable complete application by CITY and an invoice to be paid within 20 days of CITY acceptance.
- (b) Pay AGENCY as outlined under the method of payment.

5. TERM

The term of this agreement shall be from (*date*) to (*date*), unless extended by written agreement.

6. ASSIGNMENT

AGENCY shall not have the authority to assign any portion of this agreement. Should AGENCY attempt to assign this agreement, the Agreement shall be terminated automatically, without prior notice to AGENCY.

7. INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY hereinafter shall be carried out by the employees of AGENCY respectively, subject to supervision by AGENCY. AGENCY employees shall not be considered officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee's benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of AGENCY.

8. AMENDMENTS

This Agreement, together with the attachments hereto, contains the entire understanding of the parties relating to the subject matter hereof superseding all prior contracts between the parties whether oral or written, of this Agreement may not be altered, amended, modified or otherwise changed except by a written instrument executed by both parties.

9. WAIVER

The failure of the CITY to seek redress for violation of, or to insist strict performance of any covenant or condition of this agreement, or to the exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, term, condition, or right, but the same shall remain in full force and effect.

10. AUDIT PROVISION

The CITY reserves the right to examine and audit the records of AGENCY to verify compliance with the terms and conditions of the Agreement. The audits conducted under this provision will be done according to generally accepted government auditing standards.

11. TERMINATION

This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

12. DEFAULT

A breach or default of any of the provisions of this Agreement by any party may result in the termination of this Agreement, and such termination shall be effected by giving written notice to the breaching party in the manner provided for in Paragraph 13, below, which notice will be provided ten (10) days in advance of the date of termination.

13. NOTICES

Notices required by this Agreement shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and address:

As to CITY:

City Manager
City of Fort Lauderdale
Post Office Box 14250
Fort Lauderdale, Florida 33302

As to AGENCY:

With a copy to:

City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

14. INDEMNIFICATION

To the extent permitted by law, the CITY and AGENCY shall assume responsibility for the negligence of its own, respective employees or agents with respect to services provided pursuant to this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

Compliance with the foregoing shall not relieve the indemnitor of any liability or other obligation under this Agreement.

15. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

16. LAWS AND ORDINANCES

All parties agree to comply with all laws, ordinances and regulations of the CITY, county, State and Federal agencies relating to the performance of services described in the Agreement and in the grant application instructions and requirements.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By

Mayor

[Witness type or print name]

By

City Manager

[Witness type or print name]

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

WITNESSES:

(INSERT AGENCY NAME)

By:

[Witness type or print name]

[Type or print name & title]

ATTEST:

[Witness type or print name]

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____ and _____, as _____ and _____, respectively, of (INSERT AGENCY NAME). He/She/They is/are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Grant Solicitation Review

TO: **Bud Bentley, Assistant City Manager**
 Greg Kisela, Assistant City Manager
 ?, ? Department Director

DATE:

FROM:

This grant solicitation is provided for your review, comments and recommendations. The purpose of this review is to determine if the City should apply for this grant in support of City projects. The intent is to make one application which coordinates and includes all projects possible under this funding opportunity. After review by all concerned, a meeting may be required to coordinate submission efforts, etc.

Please provide application submission desires, etc. to me as soon as possible by completing the information at the ending of this review so that we can expedite the process to meet the application deadline.

Please return one copy with original signature to (Vendor Firm Name and address) with bottom portion of this form completed indicating whether to apply or not, POC, etc.).

TITLE:

Source:

Deadline:

Eligibility:

Award Period:

Available Funds:

Cost Sharing/Cash Match: .

Letter of Intent:

Certifications:

Agreements/Contracts:

Proposal Description:

Vendor Recommendation:

Does the City apply: Yes:___ No:

Signed

Date

Typed Name

Title

Responsible Department:

POC: _____ PH: